



# भारत का राजपत्र

## The Gazette of India

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No. 50] NEW DELHI, SATURDAY, DECEMBER 11, 1971 (AGRAHAYANA 20, 1893)

इस भाग में भिन्न पृष्ठ संख्या दी जाती है जिससे कि यह अलग संकलन के रूप में रखा जा सके  
(Separate paging is given to this Part in order that it may be filed as a separate compilation)

### भाग IV

### (PART IV)

गैर-सरकारी व्यक्तियों और गैर-सरकारी संस्थाओं के विज्ञापन और सूचनाएं  
(Advertisements and Notices by Private Individuals and Private Bodies)

#### LOST, STOLEN OR DESTROYED

(As the case may be)

The Government Promissory Note No. CA 312273 of the 3% loan of 1946 for Rs. 1000/- (Rupees one thousand only) originally standing in the name of Alliance & Co. the proprietor by whom it was never endorsed to any other person, having been lost, stolen, notice is hereby given that payment of the above note and the interest thereupon have been stopped at the Public Debt Office, Reserve Bank of India, Calcutta, and that application is about to be made for the issue of duplicate in favour of the proprietor. The public are cautioned against purchasing or otherwise dealing with the above mentioned security.

Signature of the advertiser

for Alliance & Co.  
(Sd./ J. PAL)  
Sole Proprietor

Residence :--24 Mathur Sen Garden Lane, Calcutta-6.

The Government Promissory Note(s) No.(s) CA 023697, CA 023677 and CA 024012 of the 3% loan of 1896-97 for Rs. 700, Rs. 200 & Rs. 1000 respectively originally standing in the name of United Bank of India Ltd., and last endorsed to The Secretary, Mahatma Gandhi High School Committee, Villupuram the propriety by whom they were never endorsed to any other person, having been lost, notice is hereby given that payment of the above notes and the interest hereupon have been stopped at the Public Debt Office, Reserve Bank of India, Calcutta, and that application is about to be made for the issue of duplicates in favour

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of the proprietor. The public are cautioned against purchasing or otherwise dealing with the above mentioned securities.

(Sd./- Illegible)

Secretary

Residence : Mahatma Gandhi High School Committee,  
27, Bajanai Koil Street, Villupuram.

The Government Promissory Note No. DHO37890 of the 3½% National Plan Loan 1964 for Rs. 100/- (One hundred only) originally standing in the name of Reserve Bank of India and last endorsed to Gurparkash Singh the proprietor, by whom it was never endorsed to any other person, having been lost, notice is hereby given that the payment of the above note and the interest thereupon has been stopped at the Public Debt Office, Reserve Bank of India, New Delhi and that application is about to be made for payment of the discharge value in favour of the proprietor. The public are cautioned against purchasing or otherwise dealing with the above mentioned security.

Name of the Advertiser

PRITAM CHAND

(Sd./- Illegible)

The Assistant Treasury Officer  
Ajnala, District Amritsar

## NOTICE

NO LEGAL RESPONSIBILITY IS ACCEPTED FOR THE PUBLICATION OF ADVERTISEMENTS REGARDING CHANGE OF NAME IN GAZETTE OF INDIA. PERSONS NOTIFYING THE CHANGES WILL REMAIN SOLELY RESPONSIBLE FOR THE LEGAL CONSEQUENCES AND ALSO FOR ANY OTHER MISREPRESENTATION ETC.

BY ORDER

Manager of Publications

## CHANGE OF NAMES

I, hitherto known as SURRENDER KUMAR *alias* SURRENDER KUMAR BHALLA, son of Shri RAJ KUMAR BHALLA, employed as Technical Assistant (M.T.) in Directorate of F&S, New Delhi, Krishi-Bhawan, residing at 37/16, West Patel Nagar, New Delhi, have changed my name and shall hereafter be known as SURINDER KUMAR BHALLA.

It is certified that I have complied with other legal requirements in this connection.

SURRENDER KUMAR BHALLA

[Sd. (in existing) old name]

I, hitherto known as PARASURAM PUJAN son of Late GAYA PANDEY, employed as Peon in G.M.'s, Office S.E. Rly. Cal-43, residing at Block No. 15, Gali No. 4, C/o. B. Dass, E. Rly. Colony, Gardenreach, have changed my name and shall hereafter be known as SHEO PUJAN PANDEW.

It is certified that I have complied with other legal requirements in this connection.

PARASURAM PUJAN

[Sd. (in existing) old name]

I hitherto known as BIKKAR SINGH, son of Shri DULLA SINGH, employed as an Officer in Army (Regiment of Arty), residing at 82 Light Regiment (Towed, C/o. 99 APO), have changed my name and shall hereafter be known as BIKKAR SINGH BAATH.

It is certified that I have complied with other legal requirements in this connection.

BIKKAR SINGH

[Sd. (in existing) old name]

I, hitherto known as RAM PUJAN RAM son of Late GANPAT SAH GOND, employed as L.D.C. Cashier in Civil Division (P&T), Patna, residing at Alkapuri, Patna, have changed my name and shall hereafter be known as RAM PUJAN PRASAD.

It is certified that I have complied with other legal requirements in this connection.

RAM PUJAN RAM

[Sd. (in existing) old name]

I, hitherto known as BISHNU PADA MANDAL son of Late BIPIN CH. MANDAL, employed as Postal Clerk, P&T Dept., in Jalpaiguri Head P.O., residing at C/o. J. N. Dey, Nayabusti, Jalpaiguri, have changed my name and shall hereafter be known as BISHNU PADA MDAR.

It is certified that I have complied with other legal requirements in this connection.

BISHNU PADA MANDAL

[Sd. (in existing) old name]

I, hitherto known as KHAGENDRA NATH PRAMANIK son of Late K. M. PRAMANIK, employed as Clerk Gr. I in SAO's Office/RE/S.E. Rly/Bilaspur, residing at SAO's Office/RE/SER/Bilaspur, R.S. (M.P.), have changed my name and shall hereafter be known as KHAGENDRA NATH ROY.

It is certified that I have complied with other legal requirements in this connection.

KHAGENDRA NATH PRAMANIK

[Sd. (in existing) old name]

I, hitherto known as C. L. BHATIA son of Shri GANESH DASS BHATIA, employed as T.T.T. 'A' in No. 16 Party (STI), Uppal, Hyderabad, residing at Room No. 76, Survey Hostel, Hyd., have changed my name and shall hereafter be known as NARESH KUMAR BHATIA.

It is certified that I have complied with other legal requirements in this connection.

C. L. BHATIA

[Sd. (in existing) old name]

I, hitherto known as ANIL KUMAR BANDOPADHYAY son of L/HARIPADA BANDOPADHYAY, employed as Explosive Carrier in Girimint Colliery, P.O. Charanpur (Burdwan), residing at Vill. & P.O. Kankhoya (Burdwan), have changed my name and shall hereafter be known as ANIL BARAN BANERJEE.

It is certified that I have complied with other legal requirements in this connection.

ANIL KUMAR BANDOPADHYAY

[Sd. (in existing) old name]

I, hitherto known as HANUMANTHA son of Shri RAMAIAH, employed as Water Carrier, Pass No. 1674, Air Force Station, Jahaballi West Bangalore-15, residing at Goragunte Palya, Yeswanthapur, P.O. Tumkur Road, Bangalore-22, have changed my name and shall hereafter be known as G. THIRIPAL RAJU.

It is certified that I have complied with other legal requirements in this connection.

HANUMANTHA

[Sd. (in existing) old name]

I, hitherto known as K. B. V. SUNDARAM son of Shri K. RAMA RAO, employed as Senior Clerk in D.O.S.'s Office, S.E., Rly., Khurda Road, residing at Khurda Road (P.O. Jatni, Dist: Puri, Orissa), have changed my name and shall hereafter be known as K. B. V. SUNDARAM PATNAIK. (Son of Shri K. RAMA RAO PATNAIK).

It is certified that I have complied with other legal requirements in this connection.

K. B. V. SUNDARAM

[Sd. (in existing) old name]

I, hitherto known as GHANCHI RASIKLAL son of Shri GHANCHI MAFATLAL, employed as T/S Clerk in Central Telegraph Office, Ahmedabad, residing at 435, Jivaji Master's Chawl, Dhanushdhari Socy., Saijpur Bogha, Naroda Road, Ahmedabad, have changed my name and shall hereafter be known as MODH RASIKLAL MAFATLAL.

It is certified that I have complied with other legal requirements in this connection.

GHANCHI RASIKLAL  
[Sd. (in existing) old name]

I, hitherto known as SRI GOPAL CHANDRA DAS son of Shri PANCHANONMATI, employed as E. Rly., Lilluah (Howrah), T. No. A in Dy. Chief Mechanical Engineer's Office, residing at Vill.-Scramapore, P.O. Balaramati, D. Hoogly, have changed my name and shall hereafter be known as GOPAL CHANDRA MAJI.

It is certified that I have complied with other legal requirements in this connection.

GOPAL CHANDRA DAS  
[Sd. (in existing) old name]

I, hitherto known as Miss PUSHPA daughter of Shri SHANKAR DHARMADHIKARI, employed as Telephone Operator in A.E. Phones (Internal) Cantt. Poona-1, residing at 450, Budhwar Peth, Poona-2 have changed my name and shall hereafter be known as Mrs. VINAYA VINAYAK DESHPANDE.

It is certified that I have complied with other legal requirements in this connection.

Miss PUSHPA  
[Sd. (in existing) old name]

I, hitherto known as GANESH CHANDRA KAI-VARTTA son of Late TABHURAM KAI-VARTTA, employed as Postal Clerk in Tura H.O. (Garo Hills), residing at Tura, P.O. Tura (Garo Hills), have changed my name and shall hereafter be known as GANESH CHANDRA HAZARIKA.

It is certified that I have complied with other legal requirements in this connection.

GANESH CHANDRA KAI-VARTTA  
[Sd. (in existing) old name]

I, hitherto known as JAYANTILAL GOVINDJI VALAND son of Shri GOVINDJI VALLABHBHAI VALAND, residing at Post Dabra, Via Vapi, Union Territory, Dadra Nagar Haveli, have changed my name and shall hereafter be known as JAYANT KUMAR GOVINDJI SOLANKI.

It is certified that I have complied with other legal requirements in this connection.

JAYANTILAL GOVINDJI VALAND  
[Sd. (in existing) old name]

I, hitherto known as CHANDRAKANT VENKATESH MAHAMUNI son of Shri VENKATESH JAYAWANT MAHAMUNI, employed as Ticket Collector in Station Master's Office, S.C. Railway, Kurduvadi, residing at present C/o, Station Master, S.C. Rly., Kurduvadi, have changed my name and shall hereafter be known as CHANDRAKANT NARAYAN MAHAMUNI (C. N. MAHAMUNI).

It is certified that I have complied with other legal requirements in this connection.

CHANDRAKANT VENKATESH MAHAMUNI  
[Sd. (in existing) old name]

I, hitherto known as Dr. KUSUM LATA daughter of Shri Dr. NAND LAL BAJAJ, employed as Registrar in Willingdon Hospital, New Delhi, residing at N-27, Jangpura Extension, New Delhi, have changed my name and shall hereafter be known as Dr. KUSUM LATA BAJAJ.

It is certified that I have complied with other legal requirements in this connection.

Dr. KUSUM LATA  
[Sd. (in existing) old name]

I, hitherto known as RAM JIWAN son of Shri MEHNGOO, employed as Tool Setter, T. No. 30/SA2 in Ordnance Factory, Jabalpur, residing at Balai Kori Ki Dafar, Jabalpur, have changed my name and shall hereafter be known as RAM JIWAN DIWAN.

It is certified that I have complied with other legal requirements in this connection.

RAM JIWAN  
[Sd. (in existing) old name]

I, hitherto known as Miss SONATAI ANANDARAO KULKARNI daughter of Shri ANANDARAO TIMMAJI KULKARNI, employed as an Assistant Mistress in B.V.V. Sangha's, New Girls High School, Ramdurg (Dist. Belgaum), residing at Naragundkar's House, Junipeth, Ramdurg, Distt. Belgaum, have changed my name and shall hereafter be known as Shrimati SULA-BHA NARAYANRAO JOSHI.

It is certified that I have complied with other legal requirements in this connection.

Miss S. A. KULKARNI  
[Sd. (in existing) old name]

I, hitherto known as SHAM LAL son of Shri Late P. N. KUMAR, employed as LDG in Air Headquarters, residing at 10/47-48, Geeta Colony, Delhi-37, have changed my name and shall hereafter be known as SHAM LAL KUMAR.

It is certified that I have complied with other legal requirements in this connection.

SHAM LAL  
[Sd. (in existing) old name]

I, hitherto known as Miss DHANABEN daughter of Shri PATEL HARIBHAI U., employed as a L.D.C. in Income-tax Office, Bulsar, residing at Khadki Bhagda, Bulsar, Distt. Bulsar, have changed my name and shall hereafter be known as Mrs. JAYSHREEBEN JASH-WANTBHAI BHAGAT.

It is certified that I have complied with other legal requirements in this connection.

Miss DHANABEN  
[Sd. (in existing) old name]

I, hitherto known as BROJENDRA LAL CHAUDHURI BISWAS son of Late UDHAB CHANDRA CHAUDHURI BISWAS, employed as Peon in O/O

the Regional Director, Telecom, Eastern Region, Calcutta-1, residing at 5 East Kamalapur, P.O. Dum Dum Cantt, Calcutta-28, have changed my name and shall hereafter be known as **BROJENDRA LAL CHAUDHURI**.

It is certified that I have complied with other legal requirements in this connection.

**BROJENDRA LAL CHAUDHURI BISWAS**

[Sd. (in existing) old name]

I, hitherto known as **KISAN GANPAT BALWADKAR** son of Shri **GANPAT BALWADKAR**, employed as Weighman in Ammunition Factory, Kirkee, Poona-3, residing at At-Balewadi, P.O. Baner Tal Haveli, Poona, have changed my name and shall hereafter be known as **KISAN DHONDIBA BALWADKAR**.

It is certified that I have complied with other legal requirements in this connection.

**KISAN GANPAT BALWADKAR**

[Sd. (in existing) old name]

I, hitherto known as **M. SINGARAI AH** son of Shri **M. BUTCHANNA DORA**, employed as Sorter, in H.R.O., R.M.S. "V" Dn. Visakhapatnam residing at H.R.O. Visakhapatnam, have changed my name and shall hereafter be known as **M. SINGARAJU**.

It is certified that I have complied with other legal requirements in this connection.

**M. SINGARAI AH**

[Sd. (in existing) old name]

I, hitherto known as **PARSHOTAM LAL BHARDWAJ** son of Shri **RAM NATH**, employed as Flying Officer in Indian Air Force, residing at 111/2, Andrews Ganj, New Delhi, have changed my name and shall hereafter be known as **PARSHOTAM LAL BHARDWAJ**.

It is certified that I have complied with other legal requirements in this connection.

**P. BHARDWAJ**

[Sd. (in existing) old name]

#### CORRIGENDUM

Read, "HARIBHAU GANPAT PALGHARE, instead of "HARIBHAU GANPAT PALGHARE" printed in 5th/6th lines of the 2nd Advt. in Col. 1 at page 194 of the Gazette of India Part IV, dated 9-10-1971.

#### CORRIGENDUM

Read, "PIJUSH" instead of "POJUSH" printed in the 6th line of the 2nd Advt. in Col. 1 at page 204 of the Gazette of India Part IV, dated 23-10-1971.

#### CORRIGENDUM

Read, "AULAKH" instead of "ALUAKH" printed in the 6th line of the 1st Advt. in Col. II at page 201 of the Gazette of India, Part IV, dated 23-10-1971.

#### NOTIFICATION BY THE KANPUR COMMODITY EXCHANGE LTD., KANPUR

The approval of the Secretary, Forward Markets Commission, under sub-section (1) of section 11 of the Forward Contracts (Regulation) Act, 1952, (74 of 1952) read with the Government of India, Ministry of Commerce and Industry Notification S.O. 1162, dated the 4th May, 1960, has been obtained on the 7th October, 1971 to the following amendments made to the Bye-laws of the Kanpur Commodity Exchange Ltd., Kanpur, the same having been previously placed on the Notice Board of the Exchange, under section 11 of the said Act and Rule 11 of the Forward Contracts (Regulation) Rules, 1954.

#### AMENDMENTS

##### ANNEXURE

##### I. In the definition of Member in bye-law 1(21)—

- (i) After the words "Joint Holders" the words "firm, Hindu undivided Family" shall be added; and
- (ii) For the word and figures "8, 9 and 11" the word and figures "9, 10, 11 and 12" shall be substituted.

##### II. In bye-law 2—

- (a) For the word and figures "8, 9 and 11" the word and figures "9, 10, 11 and 12" shall be substituted and
- (b) For the words "Joint Hindu Family" the words "Hindu undivided Family" shall be substituted.

##### III. After sub-clause (d) of byelaw 101 the following new sub-clause (e) shall be added—

- (e) (i) With a view to check fictitious or widely divergent artificial rates being quoted in the Ring the Board may, whenever necessary, appoint a Committee, of not less than 3 Directors, to fix rates for the collection of cover money, irrespective of any rate quoted in the Ring. Subject to a right of appeal to the Board as contained in byelaw 102 hereinafter the rate fixed by the aforesaid Committee shall be binding on all the parties entering into hedge contracts under the byelaws of the Exchange.
- (ii) A member of broker quoting fictitious or widely divergent artificial rates in the Ring shall also be liable for disciplinary action under the byelaws of the Exchange.

##### IV. In Byelaw 111 the sub-clause (b) shall be re-numbered as sub-clause (c) and the following new sub-clause (b) shall be added before it :—

- (b) During the Delivery period a member shall have to pay into the Exchange Cover Money at the rates specified above in sub-clause (a) on their outstanding transactions against which no Delivery Orders have been issued provided that the fluctuation is unfavourable to the member concerned. In case there is no trading in the hedge contracts during that period or any part thereof such cover money shall be payable at the spot rate to be fixed by the Board or the Committee appointed under byelaw 101(e).

##### V. In Byelaw 117 the words and figures "charges specified in byelaw 88" shall be deleted and the words and figures "charges and contributions specified in byelaws 87, 88 and 88A" shall be substituted therefor.

VI. After byelaw 122 the following new byelaw 122A shall be added :—

122A.(i) The goods tendered shall be so stacked as to permit inspection from at least three sides.

(ii) The goods tendered against each Delivery Order shall be kept apart and marked or labelled indicating the number of the concerned Delivery Order.

VII. The existing byelaw 123 shall be deleted and the following shall be substituted therefor :—

123. The Delivery Orders shall be passed on through the Clearing Section of the Exchange among the members holding long open position. The members themselves or their Authorised Representatives or authorised agents shall be entitled to give or take delivery of goods covered by such delivery orders. For the purpose of taking or giving delivery a non-member client of a member of the Exchange in whose account the delivery is being given or taken shall be deemed to be the authorised agent of the member.

VIII. After the byelaw 134 the following new byelaws 134A and 134B shall be added :—

134A. Immediately after the receipt of information about depositing of the amount of 25% of the price of the goods by the buyer, the seller shall contact the buyer and shall provide him facilities for the inspection of goods tendered between 11.00 A.M. and 5.00 P.M. during the next three days as the buyer may desire.

134B. At any time during the inspection of goods the buyer may by using Parkhi or Knife, as the case may be, take out sample from any 5 bags, kattas or Panscras out of each lot of 1 unit to satisfy himself about the quality and the variety of the goods.

IX. The following new byelaw 136 shall be added :—

136. If a seller fails to stack the goods according to the byelaw 122A and/or to provide facilities of inspection of goods in accordance with the byelaw 134A the goods shall be deemed to have been rejected in survey and the provisions of byelaw 180 shall apply.

X. In byelaw 138 the word and figure "Rs. 2/-" shall be deleted and the word and figure "Rs. 4/-" shall be substituted therefor.

XI. After the byelaw 139 the following new byelaw 139A shall be added :—

139A. If the seller, after having issued a delivery order, fails to deliver the goods within the prescribed time he shall pay a penalty at the rate of Rs. 2/- per 100 Kg. and in addition shall also pay the difference as under :—

(a) between the rate of the Delivery Order and the DUE DATE RATE, if the failure is on or before the DUE DATE; and

(b) between the rate of the Delivery Order and the DUE DATE RATE or the spot market rate prevailing on the day of the failure, as fixed by the Board or a Committee appointed by it, whichever is higher, if the failure takes place after the DUE DATE.

Provided that if the above difference in the rate is in favour of the seller, he shall not be entitled to the same.

XII. The existing byelaw 140 shall be deleted and the following new byelaw 140 shall be substituted therefor :—

140. If the buyer fails to take delivery of the goods within the prescribed time he shall pay a penalty at the rate of Rs. 2/- per 100 Kg., and in addition shall also pay the difference as under :—

(a) between the rate of the Delivery Order and the DUE DATE RATE if the failure is on or before the DUE DATE; and

(b) between the rate of the Delivery Order and the DUE DATE RATE or the spot market rate prevailing on the day of the failure, as fixed by the Board or a Committee appointed by it, whichever is lower, if the failure takes place after the DUE DATE.

Provided that if the above difference in the rates in favour of the buyer he shall not be entitled to the same.

XIII. In byelaw 141 the words "provided that the goods to be delivered are ready in his or his agent's godown at the place at the time of issuing such delivery order" appearing after the words "these byelaws" shall be deleted and the words "provided that the goods to be delivered are ready at the place specified in the Delivery Order at the time of issuing such Delivery Order in his or his agent's godown or in the godown of his non-member client on whose behalf the Delivery Order is being issued" shall be substituted therefor.

XIV. After the byelaw 162 a new byelaw 162A shall be added :—

162A. If a seller fails to provide facilities for the drawing or sample in accordance with the byelaws the goods shall be deemed to have been rejected in survey and the provisions of byelaw 180 shall apply.

XV. The existing byelaw 165 shall be deleted and the following new byelaw shall be substituted therefor :—

165. Every year there shall be a Panel or Panels of Surveyors to be appointed as hereinafter provided—

(a) Every year the Board shall appoint 9 persons from amongst the Members or their Authorised Representatives, other than a Director, or from non-members, if deemed expedient by the Board, to act as surveyors and forward the names of such surveyors to the Forward Markets Commission.

(b) The Board, if it considers it in the interest of the trade, may, however, constitute more than one Panel, each of 9 persons as specified in sub-clause (a) above, so as to provide separate Panels for the different commodities traded at the Exchange.

(c) The Forward Markets Commission may, if it so desires, and at any time to the list of persons appointed by the Board to act as surveyors not more than 3 persons, whether members or not, in each Panel to act as surveyors and intimate the Exchange of their names.

(d) The persons so appointed by the Board and the persons, if any, nominated by the Forward Markets Commission as above shall be the surveyors for the year in the Panel or Panels.

(e) A surveyor so appointed shall continue to be on the Panel of Surveyors till he resigns or his appointment is changed by the Board of Directors or the Forward Markets Commission.

(f) The Panel or Panels of Surveyors so appointed shall continue until a new Panel is appointed.

XVI. After the byelaw 167 the following new byelaw 167A shall be added :—

167A. In case of any dispute between the seller and the buyer as to whether the goods are tenderable or not against the hedge contract and/or whether the goods are of the area/placed mentioned in the Delivery Order both the seller and buyer can ask for a preliminary survey of goods as under :—

(i) If the seller desires survey of the goods tendered by him he shall inform the buyer and the Exchange accordingly and appoint his surveyor in Form No. 13 within 24 hours of the time of his getting back the Delivery Order issued by him with the signatures of the buyer to whom the said Delivery Order has been passed on by the Exchange for preliminary survey and within 3 days from the date of the delivery of the goods for final survey.

(ii) If the survey is desired by the buyer he shall inform the seller and the Exchange accordingly and appoint his surveyor in Form No. 14 within 3 working days of the receipt of the delivery order by him if the goods tendered are located at Kanpur and within 5 working day if the goods tendered are located at an outstation Delivery for preliminary survey and within 3 days from the date of the delivery of goods for final survey.

In cases where preliminary survey is desired, the buyer shall take delivery only after the goods are declared fit for delivery in survey.

(iii) The surveyors after making survey of the goods at the place where the goods are lying and after inspection of the goods and taking out samples from bags, kattas or Panseras, in whatever manner they like, shall report to the Exchange within the prescribed time with copies to the parties whether the goods are tenderable or not under the hedge contracts of the Exchange and whether the goods are of the place as mention in the Delivery Order. The decision of the Surveyors shall be final and binding on both the parties, subject, however, to a right of appeal to the Appellate Survey Committee as laid down in byelaw 170.

(iv) After goods are declared fit for delivery in survey the buyer shall take delivery of goods within 120 hours from the time of the availability of the survey report if the goods are delivered at Kanpur or 168 hours if the goods are delivered at an Out Station Delivery Centre.

(v) If the goods are declared unfit for delivery in survey the goods shall be rejected and the provisions of byelaw 180 shall apply.

XVII. After the byelaw 168 the following new byelaws 168A and 168B shall be added :—

168A. The names of all the three surveyors appointed for conducting the survey shall be notified by the Exchange to the surveyors and the parties concerned. The surveyor appointed by the President shall arrange for the survey of the goods alongwith the other surveyors.

168B. Notwithstanding the provisions of byelaw 167 in the event of both the buyer and the seller appointing the same person as their surveyor the President need not appoint his surveyor. The surveyor so appointed shall act as a sole surveyor.

XVIII. The existing byelaw 169 shall be deleted and the following new byelaw shall be substituted therefor :—

169.(a) If any surveyor, after his selection, either refuses or otherwise fails to act as a surveyor, a new surveyor shall be appointed by the President or the Vice-President within 24 hours from the receipt of such refusal in writing or of intimation of such failure.

(b) The name of such surveyor, who refuses or fails to act as a surveyor, shall be removed from the Panel of Surveyors and another person shall be nominated in his place to complete the panel. In case such surveyor happens to be the nominee of the Forward Markets Commission his case shall be referred to the Commission for necessary action.

XIX. The existing byelaw 174 shall be deleted and the following shall be substituted therefor :—

174. (i) The survey fee shall be Rs. 20/- for a lot of 1 unit of goods tendered and shall be paid into the Exchange in advance by the party applying for survey. The survey fee shall ultimately be borne by the party against whom the final decision in respect of survey is given. The fee shall be paid into the Exchange within the next day of the announcement of the decision of the Surveyors, if not already paid.

(ii) Each surveyor shall be paid out of the survey fee Rs. 5/- for the survey of a lot of 1 unit. The remaining fee shall go to the Exchange.

XX. The existing byelaw 175 shall be deleted and the following new byelaw shall be inserted :—

175. In case the surveyors are required to go to any outstation delivery centre for the purpose of survey they shall be paid travelling expenses and diem allowance as prescribed for Directors. Adequate amount to cover such expenses shall be paid into the Exchange in advance by the party applying for survey. These survey expenses shall ultimately be borne by the party against whom the final decision in respect of survey is made. These shall be paid into the Exchange within the next day of the announcement of the decision of the Surveyors, if not already paid.

XXI. After byelaw 179 the following new byelaw 179A shall be added :—

179A. The above provisions shall apply in mutatis mutandis to all surveys whether preliminary or final surveys and for each of these separate

fees and expenses shall have to be paid by the party applying for the survey.

XXII. In the title of Chapter XXV the word "TRADING" shall be deleted.

XXIII. In byelaw 254A after the sub-clause (ii) the following new sub-clause (iii) shall be added :—

- (iii) A registered non-member client of the Exchange shall be liable to expulsion, suspension and/or to payment of a fine for (a) refusal to abide by awards, (b) unbecoming conduct, (c) misconduct, (d) violation of byelaws, (e) publication, misrepresentation and circulation of false rumours, (f) refusal to comply with the request of the Board or a Committee appointed by it or the Exchange and (g) non payment of any dues and/or fines etc., as laid down in byelaw 240 hereto before in respect of the members of the Exchange.

Provided that if a non-member client is expelled his registration shall be deemed as cancelled forthwith.

XXIV. In sub-clause (a) of the byelaw 259 the following shall be added at the end :—

Provided that a member may, in his discretion also accept the goods from the non-member client at the outstation Delivery Centres prescribed under the byelaws.

XXV. The sub-clause (a) of byelaw 267A shall be deleted and the following new sub-clause (a) shall be substituted therefor :—

- (a) The following charges, with a minimum charge of Re. 1/- shall be payable to the Exchange for supply of statements or copies of documents, provided the supply of such a copy is permissible under law :—

<i>Documents</i>	<i>Rate prescribed</i>
(i) Daily Rates per date	Re. 0.25 per copy
(ii) Contract (one)	Re. 0.25 „ „
(iii) Daily Report (one)	Re. 0.50 „ „
(iv) Broker's monthly Bill	Re. 0.50 „ „
(v) Member's monthly Bill	Re. 1.00 „ „
(vi) Statement of Brokerage per year from January, to December or part thereof	Re. 1.00 „ „
(vii) Member's Khata (per page)	Rs. 2.00 „ „
(viii) Pass Book per page or part thereof (charge of pass book Re. 1/- separate)	Re. 0.50 „ „
(ix) Certificates regarding deliveries, amounts etc.	Re. 2.00 „ „
(x) Copies of certificates of member and non-member clients	Re. 2.00 „ „
(xi) Copies of all other documents including orders or committee decisions, Board decisions or proceeding of meetings, Arbitration case proceedings, orders or awards thereas etc. etc.	Re. 1.00 per 100 words or part thereof.

XXVI. (1) The existing sub-clause (iii) of byelaw 290 shall be deleted and shall be substituted by the following new sub-clause :—

- (iii) The delivery period shall be from
- 15th February to 25th February for February Delivery Contract.
  - 20th April to 30th April for April Delivery Contract.
  - 20th June to 30th June for June Delivery Contract.

(2) After sub-clause (iii) of byelaw 290 the following new sub-clauses (iv) and (v) shall be added :—

- (iv) No fresh transactions shall be entered into during the Delivery Period, but the members may, however liquidate, during this period, their open position already acquired prior to the commencement of the delivery period provided that no Delivery Order is issued against these out-standings.
- (v) Notwithstanding anything contained in these byelaws there shall be only one Tender Day for Delivery against Gur Hedge Contracts for each Delivery as under :—
- For February Delivery—15th February
  - For April Delivery—20th April
  - For June Delivery —20th June.

In case any such date falls on a holiday fixed by the Board immediate preceding working date of that date shall be the Tender Day.

XXVII. (1) For the existing clause (a) of the Byelaw 293 the following new clause shall be substituted :—

- (a) The basis of Gur Hedge Contract shall be 'Gur Pansera No. 1' quality.

(2) In clause (b) of byelaw 293 the words "GUR PANSERA of average" shall be deleted and substituted by the words "GUR PANSERA No. 1".

(3) For the existing sub-clause (i) of clause (b) of byelaw 293 the following new sub-clause (i) shall be substituted :—

- (i) Laddu, Peri and Khurpapar Gur of Baraut, Khatauli, Manglore, Muzaffarnagar, Shahpur and Shamli of the area popularly known as the Western side of U.P. (comprising Bijnor, Meerut, Muzaffarnagar districts (etc.) and Sonapat of Haryana shall be deliverable with an allowance of Rs. 5/- per 100 kg. to the seller. Laddu, Peri and Khurpapar Gur of other places including Amroha, Nagina, Chandpur and Dhanpur of the Western side and Gur Chauras (Gur Pansera in square shape) shall be delivered at par with Gur Pansera No. 1 without any allowance.

XXVIII. (1) In sub-clause (i) of byelaw 294 the words "Gur Pansera" shall be deleted.

(2) A new clause (iii) shall be added after sub-clause (ii) of byelaw 294 :—

- (iii) Gur Pansera (both in round and square shape) shall be delivered loose without any packing.

XXIX. The existing byelaw 295 shall be deleted and the following shall be substituted therefor :—

295. (i) The percentage of Dry and Wet Gur in different Deliveries will be as follows :—

Percentage of Dry and Wet.

Delivery Month	Pansera	
	Dry	Wet
February	90	10
April	80	20
June	60	40

Khurpapar		Peri		Laddu	
Dry	Wet	Dry	Wet	Dry	Wet
100	—	100	—	100	—
90	10	90	10	90	10
80	20	80	20	80	20

(ii) If the seller delivers all the goods of one unit dry then he will get an on allowance at the rate of 50 Paise per 100 kg. on the dry goods for February delivery excepting khurpapar, Peri and Laddu Gur, Re. 1/- per 100 kg. for April Delivery and Rs. 2/- per 100 kg. for June Delivery.

(iii) In case the seller desires to deliver wet and dry goods separately, he can do so by making delivery of the prescribed dry and wet percentage of goods laid down above from one and the same godown. Should the percentage of the wet be more than the prescribed limit the lot shall be rejected.

(iv) For delivery of goods against the hedge contract the godown stacking permissible shall be 5 kattas or 5 panseras as the case may be. Provided, however, that the goods can be stacked over the prescribed Dhanks-Aants by using Racks or planks for separate complete units. If the stacking (Dhanks-Aants) consist of more than the permissible limit, counting will be made from above and all other goods after 5 in that stacking shall be left out. If it is found that the Katta or Pansera from above the upper tier or layer of the stacking have been removed by the seller, the entire lot shall be rejected.

(v) If water has entered the godown the affected lot will be rejected.

XXX. The existing byelaw 300 shall be deleted and the following new byelaw shall be substituted therefor :—

300. (i) In case of Gur Pansera, declared fit for delivery, the buyer shall take delivery of the goods. In case of dispute about the percentage of wet gur and/or Chura, the buyer shall take delivery of the Dry Gur as also the proportionate quantity of Wet Gur and Chura within the prescribed limits as fixed in these byelaws for wet gur and chura. The remaining Wet Gur and Chura shall remain there for survey.

(ii) Gur Pansera once weighed out and delivered shall in no case be returnable even if it falls short of the prescribed one unit. The shortfall shall be settled off at the DUE DATE RATE. The seller shall pay to buyer the difference between the Delivery Order Rate and the DUE DATE RATE on the quantity of goods delivered short. In case this difference goes in favour of the seller he shall not be entitled to claim.

(iii) Within 24 hours of the delivery of the goods either party shall be entitled to ask for survey of the goods on the prescribed Forms No. 13 or 14. A fresh fee for survey shall be payable as already prescribed in these byelaws. The procedure laid down for preliminary survey shall apply in *mutatis mutandis* to this final survey also.

(iv) A Katta having a patch of 6 sq. inches or more shall be deemed as wet.

(v) Notwithstanding any provision in the byelaws the provisions regarding drawing out samples at the time or weighment and the analysis thereof shall not apply to the delivery of the goods against Gur Hedge Contracts.

XXXI. The existing byelaw 301 shall be deleted.

XXXII. *SCHEDULE*. All the existing outstation delivery centres in Part 'C' of the Schedule of Out Station Delivery Centres shall be deleted and the following shall be substituted therefor :—

*WESTERN SIDE :—*

1. Buland-Shahar
2. Dibai
3. Hapur
4. Khatauli
5. Muzaffarnagar.

XXXIII. *FORMS*.

(i) In Form 1 of application for membership :—

(a) For the words and figures "Articles 8, 9 and 11" the words and figures "Articles 9, 10, 11 and 12" shall be substituted;

(b) For the words "Joint Hindu Family" wherever occurring the words "Hindu undivided Family" shall be substituted; and

(c) The word "Corporation" wherever occurring shall be deleted.

(ii) The existing Delivery Order Form 10 shall be deleted and substituted by the following new Form :—

Form No. 10

THE KANPUR COMMODITY EXCHANGE LTD.,  
KANPUR DELIVERY ORDER

(In Triplicate)

(Byelaw 121)

Kanpur

Dated : .....

The Secretary,  
The Kanpur Commodity Exchange, Ltd.,  
Kanpur.

Dear Sir,

We hereby tender against our sale contracts for ..... delivery. This tender is for— (Commodity, month and year)

one unit of 5000 Kg., at Rs. ——— per 100 Kg. Please inform us the last buyer to whom delivery shall be made. Goods against this tender are ready for delivery at the following place under custody of ourselves/our authorised agent ——— our non-member client



2-370GI/71

## Form No. 13

THE KANPUR COMMODITY EXCHANGE LTD.,  
KANPURIntimation of appointment of Surveyor by the Seller  
[Byelaw 167A (i)]

To,

..... (Buyer)

Dated ..... the .....  
(Place) (Date)

Dear Sir,

We hereby apply for preliminary/final survey in respect of the goods tendered by us against our sales of ..... hedge contracts ..... under (Commodity)  
Order No. .... issued by us and allotted to you by (Delivery)  
the Exchange.

2. We hereby appoint Shri ..... as our surveyor. He has given his consent to act as a surveyor by putting his signature on this letter.

3. Kindly appoint your surveyor and inform us and the Exchange accordingly within the prescribed time.

I agree to act as a surveyor

Signature of the Surveyor

Signature and stamp of the  
member

Copy forwarded to The Secretary, The Kanpur Commodity Exchange Ltd., Kanpur for information and necessary action alongwith Rs. .... towards the survey fee prescribed under the byelaws.

Signature of Member

## Form No. 14

THE KANPUR COMMODITY EXCHANGE LTD.,  
KANPURIntimation of appointment of Surveyor by the Buyer  
[Byelaw 167A (i)]

To,

..... (Seller)

Dated ..... the .....  
(Place) (Date)

Dear Sir,

We hereby apply for preliminary/final survey in respect of the goods tendered by us against our purchase of ..... hedge contract ..... as per (Commodity)  
Delivery Order No. .... which has been allotted (Delivery)  
to us by the Exchange.

2. We hereby appoint Shri ..... as our surveyor. He has given his consent to act as a surveyor by putting his signature on this letter.

3. Kindly appoint your surveyor and inform us and the Exchange accordingly within the prescribed time.

I agree to act as a surveyor

Signature of the Surveyor

Signature and stamp of the  
member

Copy forwarded to The Secretary, The Kanpur Commodity Exchange Ltd., Kanpur for information and necessary action alongwith Rs. .... towards the survey fee prescribed under the byelaws.

Signature of Member

XXXIV. In byelaw 303 after the sub-clause (i) the following new sub-clause (ii) shall be added:—

(ii) The amendments made to the byelaws 1(21), 2, 101, 111, 117, 123, 138, 140, 141, 165, 169, 174, 175, 254A, 259, 267A, 290, 293, 294, 295, 300, 301, the changes in the title of the Chapter XXV, the Schedule of out-station delivery centres and the forms No. 1 and 10 and additions of byelaws 122A, 134A, 134B, 136, 139A, 162A, 167A, 168A, 168B, 179A and the forms No. 13 and 14 shall be applicable from 7th October, 1971 (the date of approval by the Forward Markets Commission) upto which date the existing byelaws shall remain applicable.

(As given in Annexure)

B. N. MALIK

Secretary

The Kanpur Commodity Exchange Ltd.,

Kanpur

Kanpur:

Dated : 21-10-1971

## FORM No. 151

(See Rule 315)

Companies Act, 1956

Members' (or Creditors') Voluntary Winding-up  
Notice of appointment of liquidator pursuant to  
Section 516

Name of company : GRACELITE PRIVATE LTD.

Nature of business : Sale of electrical goods, etc.

Address of Registered Office : 197, Gali No. 3, Padam  
Nagar, New Delhi-7.

Name and address of Liquidator :

Shri Laxman Dass,  
CA28/1, Tagore Garden,  
New Delhi-27.

Date of appointment : 30-10-1971.

By whom appointed : Creditors of the Company.

LAXMAN DASS  
Liquidator